

Sides, Wayne

1200840-000
01: 1/8/2012

FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

In consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) made payable (to WAYNE SIDES and his counsel, ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM, SCHOENBURG & BIENVENU, LLP, WAYNE SIDES, (RELEASOR) does hereby forever, release, acquit and discharge THE STATE OF NEW MEXICO, THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY, and their present, future and former agents, servants, employees, employers, successors, assigns, representatives, and insurers (hereinafter collectively referred to as "RELEASEE") of and from any and all claims or causes of action of whatever kind or nature which RELEASOR has or might have involving property damage, physical injuries, personal injuries, emotional injuries, punitive damages, and attorney's fees and costs pursuant to federal or state law, whether known or unknown and whether developed or undeveloped, arising out of, resulting from or attributable in whole or in part to any incident(s) or act(s) arising before the date of entry of this Release, including but not limited to the entry into RELEASOR'S home, and force exerted on RELEASOR'S person, damage incurred to RELEASOR'S property, and the assertion of criminal charges arising from the events of January 8, 2012. This Release specifically includes all medical bills that RELEASOR has had or may have in the future for physical injuries which allegedly stem from the incident.

RELEASOR hereby acknowledges full settlement and satisfaction of any claims of whatever kind and character which they have or may have against RELEASEE by reason of the above-mentioned damages, losses, injuries, costs or fees. RELEASOR further understands that RELEASEE, by agreeing to this compromise and settlement,

does not admit liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise to avoid further expense of litigation and to terminate all controversy and/or claims against RELEASEE of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the incidents or matters described herein, and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability of any nature whatsoever on behalf of RELEASEE, nor shall this Release be admissible in evidence in any judicial or quasi-judicial proceeding, except for the purpose of enforcing this Release.

RELEASOR further acknowledges that no representation of fact or opinion have been made by RELEASEE or by anyone on its behalf to induce this settlement, and that RELEASEE has made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

RELEASOR expressly represents and declares that notwithstanding the damages or injuries known at this time or which may be subsequently discovered by him or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by RELEASOR as a result of the aforesaid incidents or matters is included in the compensation paid for in this Release, and that no further claims whatsoever can, or will be made, including any claims for attorney's fees and costs, if any, pursuant to federal or state law.

RELEASOR hereby declares and represents that there are no facts upon which a loss of consortium claim could be based arising from the events of January 8, 2012.

RELEASOR hereby declares and represents that in agreeing to this Release, he is relying on his own judgment which has been informed by the advice of his attorney, and that he has not been influenced to any extent whatsoever in agreeing to this Release by any representations or statements by RELEASEE or the State of New Mexico's Risk Management Division.

RELEASOR further agrees that the amount of this settlement shall be kept confidential for the time period allowed by law.

RELEASOR further understands and agrees that the alleged injuries and damages he sustained may be permanent and progressive and that recovery from them is uncertain and indefinite, and in making this Release and Agreement, it is understood and agreed that RELEASOR is relying upon his own judgment and the judgment of his attorney regarding the nature, extent and duration of said injuries.

RELEASOR further agrees to indemnify and hold RELEASEE harmless from any claims, causes of action, known or unknown, which could be asserted against RELEASEE by or through RELEASOR, including any action based on contribution, indemnification or subrogation, as a result of the incidents or matters referred to above.

RELEASOR and RELEASEE further agree that the payment made in accordance with this Settlement Agreement is payment for disputed claims of personal injury. In making this agreement, RELEASOR and RELEASEE intend the settlement to constitute a settlement of compensatory damages on account of physical personal injuries suffered and sustained by the undersigned, and attributable to an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code (1986), as amended. RELEASOR and

RELEASEE further intend that no portion of the payment made in accordance with this settlement agreement constitutes payment for punitive damages.

RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

RELEASOR:

WAYNE SIDES

STATE OF NEW MEXICO
COUNTY OF Santa Fe

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This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this 14th day of November, 2013, by Wayne Sides.

Deane Clark
Notary Public

My Commission Expires:
03/09/2014

Reviewed and approved:

By: *[Signature]*

Carolyn M. "Cammie" Nichols
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